



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Page 1

Purchase Order No. Rev. Date
62213 6/30/2008

Supplier No. 810516	Solicitation No. 56988	Delivery Date As Specified	FOB Point Destination	Invoice Terms N45
S h T i o P DEPT OF GENERAL SERVICES OFC RISK & INSURANCE MGMT 707 THRED STREET, 1ST FLR WEST SACRAMENTO, CA 95605		C h a T r o g e GENERAL SERVICES Z-01 RISK & INSURANCE MGMT (SAME AS SHIP TO ADDRESS)		
Agency Billing 30017		Agency Purchase Estimate 3123442	Purchase Estimate 67259	Revision 0
Agency Contact KAREN DORAN		Phone 916-376-1662	Date Received	

AON E SOLUTIONS
VALLEY OAK SYSTEMS, INC.
BISHOP RANCH 8
SAN RAMON, CA 94583
SUITE 340

Phone: 0

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p>TERMS AND CONDITIONS:</p> <p>THE ATTACHED STATEMENT OF WORK CONSISTING OF TWENTY-ONE (21) PAGES IS PART OF THIS AGREEMENT.</p> <p>THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.</p> <p>1. IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007 http://www.documents.dgs.ca.gov/pd/modellang/GPIT0407.pdf</p> <p>2. IT Software License Special Provisions (Effective 01/21/2003) http://www.documents.dgs.ca.gov/pd/modellang/softwarepecial012103.pdf</p>						
1	1	EA	9091-250-0052-8	SOFTWARE SUPPORT & MAINTENANCE iVOS Risk Management System Annual Software Support	55,214.0800	55,214.08
Total Value:						55,214.08
<p>This purchase order is being awarded on September 25, 2008 pursuant to Government Code Section 13332.17. Any encumbrances made pursuant to this purchase order shall be construed to have been made on the last day of the preceding fiscal year.</p> <p>FOB DESTINATION:</p> <p>For the purposes of this Award, only FOB Destination will be accepted.</p> <p>CHANGE ORDERS:</p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing, change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include</p>						

Sales and/or use tax to be extra unless noted above

Buyer DIANA MERCADO	Phone 916-375-4430	BOC Number
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Department of General Services - Office of Procurement

Form GSOP 2-PIN (04/98)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62213		6/30/2008	810516	AON E SOLUTIONS

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
termination for default of the supplier.						
This Purchase Order has been registered into the State Contracts and Procurement Registration System (https://www.scprs.dgs.ca.gov).						
The Registration Number is: 17600908334651						

**DEPARTMENT OF GENERAL SERVICES
Office of Risk and Insurance Management**

STATEMENT OF WORK

Valley Oak Systems, Inc., an Aon Company

This Statement of Work ("Agreement") reflects the services to be provided by Valley Oak Systems, Inc., an Aon Company (d/b/a Aon eSolutions), hereinafter referred to as the "Contractor," for the Department of General Services (DGS), hereinafter referred to as the "State".

Contractor's Guidelines & Service Level Agreement (version 1.0), which defines the support and services provided by Contractor, will be available on Contractor's website at www.aon-esolutions.com, is incorporated herein, and is attached hereto as Appendix 1 to this Agreement.

In the event of any conflict among documents, such conflict shall be resolved in accordance with the Order of Precedence set forth in Section 11 of the State's General Provisions.

SCOPE

The Contractor will provide maintenance of the Office of Risk and Insurance Management's (ORIM) iVOS® system, and twelve (12) months Support. Support will include the following services:

- User Problems
 - Problem reporting methods
 - Hours of operation
 - Types of problems handled
 - Prioritization of problem reports
 - Process for problem escalation
- Service Expectations
 - Response times-problems received during business hours
 - Response time-Problems received during non business hours
 - Follow-up times
- Aon eSolutions Software Upgrades
- Billing Services

PERIOD OF PERFORMANCE

The term of this Agreement will be effective upon the date the Purchase Order is signed through May 31, 2009.

CONTRACTOR REQUIREMENTS

- I. SSL Certificate Renewal Process for iVOS
Identify the roles between State and Contractor regarding SSL Certificate renewal process.

Servers Involved:

Role: iVOS Test Server /Non-Production
Website: www.test.ivos.dgs.ca.gov
Secured: Yes "https"
Location: DMZ

Role: Production iVOS server
Website: www.ivos.dgs.ca.gov
Secured: Yes "https"
Location: DMZ

State Roles

1. Create and or identify the "Keystore" file for iVOS
2. Authorize Certificate renewal with VeriSign
3. Download Certificate file from VeriSign
4. Provide Contractor with Certificate file

Contractor Roles

1. Generate "CSR (Certificate Signing Request)" file
2. Provide State with CSR file generated from the "keystore"
3. Apply Certificate file to iVOS server
4. Test the Tomcat server application
5. Verify that the certificate is applied and the website is secure

- II. General Confidentiality of Data Provision(s):
All financial, statistical, personal, technical and other data and information related to the State's operation which are designated confidential by the State and made available to Contractor in order to carry out this contract, or which become available to Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this contract.

Contractor shall keep confidential all information entrusted to him or her completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly to the State.

Contractor shall immediately notify the State when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data or State assets. For purposes of this section, immediately is defined as within two hours of discovery. The State contact for such notification is as follows:

Gail Saruwatari, Claims Manager
Office of Risk and Insurance Management
(916) 376-5285 (TEL)
(916) 747-5285 (CELL)
(916) 376-5277 (FAX)

Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this contract.

BILLING INFORMATION

The Contractor shall submit invoices (including the purchase order number if available) to the following address:

Department of General Services
Office of Risk and Insurance Management
707 3rd Street, First Floor, Room 1-330
West Sacramento, CA 95605
Attn: Administration Unit

POINTS OF CONTACT

Contractor's Primary Contact:

Brent Faulhaber
Valley Oak Systems, Inc.
5000 Executive Parkway, #340
San Ramon, CA 94583
(925) 242-4616

State's Primary Contact:

Gail Saruwatari, Claims Manager
Office of Risk and Insurance Management
707 3rd Street, 1st Floor
West Sacramento, CA 95605
(916) 376-5285 (TEL)
(916) 376-5277 (FAX)
gail.saruwatari@dgs.ca.gov

Please forward renewal notices to the attention of the State's Primary Contact.

TERMINATION

The State shall have the right to terminate maintenance upon delivery of written notice at least thirty (30) calendar days prior to any scheduled renewal date.

Appendix 1

Valley Oak Support

Guidelines & Service Level Agreement

Version: 1.0



Revision History

Date	Version	Description	Author
1/18/2008	1.0	Approved and Published	Danny Smith

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Introduction to Valley Oak Systems, Inc. Support (VOS)

Introduction

The VOS Support Guidelines and Service Level Agreement document describes the type of services included under the standard support and maintenance agreement, the service level expectations for the Customer and guidelines on how to maximize Support Services.

Mission Statement

To meet and exceed our Customer's expectations by providing answers to their questions, concerns and inquiries in a timely, honest and professional manner. Our goal is to contribute to our Customer's success by helping them solve their business issues.

Hours of Operation

VOS Support standard hours of operation are Monday to Friday 5:00 am to 6:00 pm (Pacific)

VOS Support closes at 3:00 pm (Pacific) on the following days

- Day before Thanksgiving Day
- New Year's Eve

VOS Support is closed in observation of the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

Communicating with the VOS Support team

Phone

Customers can call 925-242-4672 at any time. During the hours of operation an analyst will answer, take your information and open a support case for you. If busy, you will be routed to voicemail. An analyst will call you back within 1 hour (during normal hours of operation)

Email

If you email support@valleyoak.com, a support case will automatically be opened for you and a return email generated to provide the case number.

Self Service Portal

Log into the Self Service Portal <http://support.valleyoak.com> and open a case directly.

Note: Cases submitted via the Self Service Portal automatically default to "P3-Normal Queue" priority. Please call with urgent issues.

Customer Support Tiers and Flow

Tier 1 (State's Help Desk)

Tier 1 support is provided by the State.

The intention is that the State's end users (adjusters, examiners, Bill Review specialists for example) would contact their "help desk" with functional or business process questions.

If the "help desk" could not answer the end users question or believes that the question arose as the result of a problem (potential bug) then they would log it, issue a reference number and contact VOS Support (Tier 2).

Tier 2 (VOS Support – Front Line)

Front Line (Tier 2) support is provided by the VOS Customer Support team.

At this level, the support team's main responsibility is to provide functional support to the Customer to determine if:

- It is indeed a problem with iVOS or Portal as opposed to some other component of the Customer's overall solution; or
- The problem is something that can be resolved through information exchange; or
- It is potentially a bug in Valley Oak's code. (In which case they would capture enough information to be able to reproduce the problem in their own support lab and all relevant log information.)

Tier 3 (VOS Support – Back Line)

Back Line (Tier 3) support is where the VOS Support Front Line team has determined that the problem is either going to take more than 3 hours of effort, is sporadic in nature, is more in depth with respect to the troubleshooting required at the application and database layers or, is likely to require a code fix.

The Back Line team will work it until it's either resolved or it has been identified as a software bug that requires a fix.

Tier 4 (VOS Engineering)

VOS engineering (Tier 4) is involved once the Back Line team has determined that the problem raised by the Customer is actually a bug in iVOS or Portal and has enough information to reproduce it or the appropriate debugging information. VOS engineering can also be involved in a consulting role should the Back Line team require it.

Problem Reporting

Reporting a problem

You have three options:

- Phone the support number – 925-242-4672
- Open your own case in the self service portal – <http://support.valleyoak.com>
- Email support@valleyoak.com

What will I be asked?

If you raise the case yourself, complete the online form per instructions in the Self-Service Portal User Guide.

If you email the problem, please try to be as complete as you can and include any relevant attachments.

If you phone the support number, the Support analyst will gather enough information to be able to raise a case.

Whichever method is used, it's important to help ensure that the case is worked with the appropriate urgency to understand the impact of the issue to your business.

Please be sure to provide the following:

- Support contact information (name, title, company name, e-mail address, phone number, pager number, fax number, and/or cell number).
- Confirmation of iVOS software release and patch level, operating system, J2EE application server product and version # and database product and version #.
Note: For performance issues, include desktop operating system, disk space, amount of memory, and MHz.
- Detailed problem description. Include any symptoms, patterns (time of day, certain users, etc.), and/or any specific error messages received.
Note: Include any screenshots or log files that you think might be useful.
- Historical description of problem (did it ever work, when last worked, what changed, what steps have been taken to avoid and/or resolve issue, etc.).

The Support analyst will work the case as outlined in the Tier 2 section above. The outcome of this analysis will determine the route that your Trouble ticket takes through our Problem Tracking workflow.

What tools does VOS use to resolve my problem?

VOS uses salesforce.com to log, track and escalate all Customer reported problems. This has the benefit in that it provides end to end visibility to anyone within VOS of the Customer's account.

It provides the support analyst with the history of the sales cycle, access to the contract and any subsequent SOWS.

It provides the support analyst with the history of the Customer's implementation phase, including any custom development and any open issues the Implementation Manager may still be working.

It provides the Implementation team, Sales, Product Management etc. an insight to the Customer's case history, any cases that Support might be working and any cases that may be with Product Management for prioritization.

In addition, the Self-Service Portal contains a history of all actions performed on the case and is accessible by the client 24*7

VOS Support Case Workflow

See attached Valley Oak Support Process Map

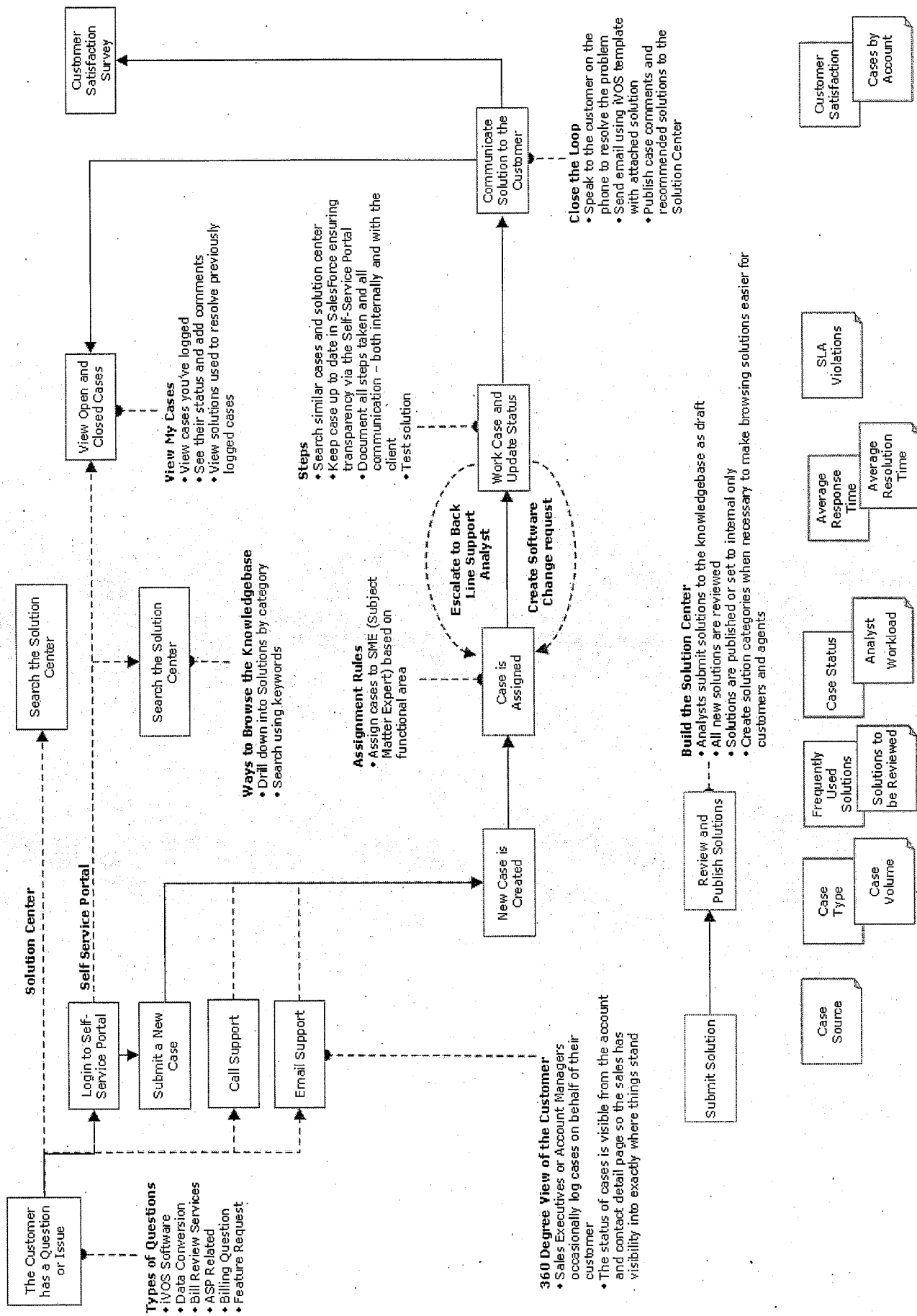
Valley Oak Support Process Map

The map below illustrates how support requests flow through Valley Oak Systems, from capture through to case resolution.

Case Capture

Case Management / Case Resolution

Customer Communication



Requesting a product enhancement

If you would like a change made to our product, please complete a Change Request form and send it to the Customer Support team.

What will I be asked?

- Your name
- The priority you put on the change:
 - Emergency patch is requested
 - Include in current release (Service Pack)
 - Schedule in next release (Next GA release)
 - Product suggestion for the future
- A short description of the Change Request
- The business justification for why this Change Request should be implemented
- A detailed description of the Change Request, including any reference material, examples or specifications
- Is this something that you want handled via a statement of work (SOW) as custom development?

What can I expect?

The analyst will take the information outlined above and open a case within salesforce.com

The analyst will call you to confirm our understanding of the request and related information, such as business need

The case will be passed to Product Management for analysis:

- The Product Management team defines the target release upon approval
- Updates are communicated through VOS Support
- Requests that will not be introduced to the product are communicated and alternatives provided

Release Mechanisms

What is the release numbering scheme?

Major Release (X.x.x.x)

A major release is a new release with major changes that includes significant new functionality that causes us to increment the major release number. For example, iVOS 4.0

Minor Release (x.X.x.x)

A minor release is a new release with changes that do not include significant new functionality and only the Minor number is incremented (note: a minor release still includes new functionality, but marketing and sales do not feel the new functionality warrants an increment of the major number.)

There is no difference in the delivery or upgrade mechanism for a major or minor release. For example, iVOS 4.1

Service Pack (x.x.X.x)

A service pack is an accumulation of changes made on a major/minor release branch and is made available to all Customers quarterly.

This includes rolling patches, previous service pack(s) if applicable, and any hot fixes. For example, iVOS 4.1.3

Rolling Patch (x.x.x.X)

A rolling patch is a continuously evolving accumulative patch containing previously released patches and newly resolved Change Requests since the latest service pack was released.

While the code is continuously updated on a released branch, a snapshot is captured at selected points and made available to specific Customers awaiting a specific deliverable. For example, iVOS 4.1.3.5

HotFix (x.x.x.x.X)

A HotFix is a single fix that addresses an emergency type of change for a single Customer.

A HotFix will be provided only when absolutely necessary (e.g. affects go live date, affects day to day operation and no work around is available and waiting for the next Rolling Patch is not an option)

HotFixes are only made available to affected Customers at the time of their release. Service packs will include all HotFixes released since the last service pack. For example, iVOS 4.1.3.5.1

Service Level Agreement

VOS exercises commercially reasonable efforts to address any error in the Software.

VOS will use its best efforts to provide one (or a combination) of the following three solutions:

- Provide a software fix in the current release of the Software
- Provide a workaround until a software fix is available
- Provide a software fix in the next release of the Software

What response times can I expect?

Problems received during business hours

On average, the VOS support team answers calls in person 85% of the time.

Calls not answered by the VOS support team in person are directed to voice-mail, our target is to provide an acknowledgement within 1 hour by phone or e-mail.

Note: In the case of an emergency "P1-Critical" priority, we would encourage you to call one of the Support Managers directly rather than leave a Voice Mail.

The VOS support analyst will provide a Salesforce.com case number and priority and the case will be worked according to the Customer Support Tiers and Flow

Problems received during non business hours

Problems reported by voice-mail, e-mail or through the self service portal during non-business hours, are evaluated and prioritized at the start of the next business day. Our target is to provide an acknowledgement within 2 hours by phone or e-mail.

The VOS support analyst will provide a Salesforce.com case number and priority and the case will be worked according to the Customer Support Tiers and Flow

What are the Severities?

Severity	Severity Definition	Service Level
Critical	<p>Any Critical Defect resulting in the loss of service, or critical business functions with no bypass, workaround, or recovery possible such as (but not limited to):</p> <ul style="list-style-type: none"> ▪ Unable to add claims. ▪ Unable to process checks or create Accounts Payable export. ▪ Data corruption caused by a VOS Software bug. <p>The Defect severely impacts production to a point where work cannot continue until the problem is resolved.</p> <p>If the resolution requires a software fix, expect this defect to be addressed by an emergency HotFix or Rolling Patch.</p>	<p>Escalation State 1:</p> <p>If the IVOS Customer Support Analyst cannot resolve the issue within 2 hours, the issue is escalated to the VOS Support Services Manager.</p> <p>Escalation State 2:</p> <p>If the VOS Customer Support Manager cannot resolve the issue within 8 hours, the issue is escalated to the VOS VP, Customer Support</p> <p>VOS Support will work until the problem is resolved, a workaround is found, or the severity reduced.</p>
Major	<p>Any Major Defect where production workflow is severely impacted or degraded.</p> <p>The Customer cannot execute a planned upgrade without it, or a client will have compliance or other penalties if not completed by a specified date.</p> <p>The VOS Software is impaired, but the Customer can perform critical business functions and no data is being corrupted.</p> <p>The Customer agrees a workaround has been identified for a Critical case but deemed to be resource intensive (e.g., a workaround requires significant time by many individuals).</p> <p>If resolution requires a software fix, expect this defect to be addressed in a Rolling Patch or a Service Pack.</p>	<p>Escalation State 1:</p> <p>If the VOS Customer Support Analyst cannot resolve the issue or provide Customer with a workaround within 2 business days, the issue is escalated to the VOS Customer Support Manager.</p> <p>Escalation State 2:</p> <p>If the VOS Customer Support Manager cannot resolve the issue or provide Customer with a workaround within 4 business days, the issue is escalated to the VOS Vice President, Client Services.</p> <p>VOS Support will work business hours until the problem is resolved, a workaround is found, or the severity reduced.</p>

Minor	<p>Any Defect where production is impacted or degraded, but the Customer agrees work around has been identified and the work around is not resource intensive.</p> <p>Any Defect, which does not fall into the above categories and does not affect service or inhibit running of the business (i.e., a minor defect in functionality or one which is cosmetic in nature, e.g., button alignment, color, grammar, spelling, etc.).</p> <p>If resolution requires a software fix, expect this defect to be addressed in a GA (Generally Available) Release.</p>	<p>The scheduling of minor defects will be determined by Product Management.</p>
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How long is a release supported?

VOS Support provides technical support for the "current release" and "previous release" (major or minor) with a one year period of time to allow the Customer to upgrade from the "End Of Life (EOL) release" to either the "current release" or the "previous release"

For example:

- 4.0 was released March 2005
- 4.1 was released April 2006
- 4.2 will be released Q1 2008

When 4.2 is released in Q1 2008 the following will occur:

- 4.2 will be the new "current release"
- 4.1 moves from being the "current release" to be the "previous release"
- 4.0 moves from being the "previous release" to being an "EOL release"
 - 4.0 will continue to be supported for 12 months after the release of 4.2

Maintenance and support will only be provided for the "current release" and the "previous release"

Maintenance and support for the "EOL release" will be for a period up to one (1) year from the release date of the "current release".

What is expected of the Customer

The Customer is expected to provide the following:

Appoint up to 3 individuals to act as liaisons between the Customer and VOS Support(S/B in the SOW?)

- These individuals must be knowledgeable in the operation of the Software in order to serve as primary contacts between the Customer and VOS regarding the report of support issues.
- These individuals should have taken iVOS, Reporter and iVOS Administration training as appropriate.
- Between these individuals they must have sufficient knowledge of the Customer's environment if self hosted:
 - Physical servers
 - Operating systems
 - J2EE Application Server (Web Server if deployed)
 - Database
- All of the Customer's support inquiries should be initiated through these contacts.
- The Customer may change either the main contacts or their alternates at any time upon notification in an e-mail to support@valleyoak.com, or in writing to:

Customer Support Manager
Valley Oak Systems, Inc.
Bishop Ranch 8
5000 Executive Parkway,
Suite 340
San Ramon, CA 94583

Provide sufficient Remote Access to troubleshoot the issue at hand

To the extent that the Customer's company policies and procedures are not violated, the Customer shall provide remote access for VOS Support; both to the front end of the application through Internet Explorer and to the application/database servers if needed in order to troubleshoot the Customer's issues.

Please understand if this is not possible it severely hinders Support and consequently lengthens the troubleshooting process

Escalation Path

If you want to see the progress of a case you have reported the best way to do this is by logging on to the Self Service Portal – <http://support.valleyoak.com>

If for any reason you are not satisfied with the service you receive from VOS Support, please escalate as follows:

- Front Line Support Manager = flmgr@valleyoak.com
- Support Services Manager = ssmgr@valleyoak.com
- VP Support = vpss@valleyoak.com

Upgrades

Major/Minor upgrades

The Software Support and Maintenance Agreement entitles Customers to request VOS Support to perform an upgrade of iVOS from any major/minor release to the next or current major/minor release during VOS standard hours of operation.

The upgrade included support consists of:

- Scheduling the upgrade with Customer's point person.
- Installation of new Software and ensuring the VOS user id can start the application.
- Applying upgrade scripts to the Customer test environment.
- Supporting the Customer whilst they validate the iVOS functionality that they use in their production environment (including all reports) is fully functional in the new version of iVOS.
- Upgrading the Customer's production environment (during VOS standard hours of operation).

Note 1: Should the Test system require a second upgrade through no fault of Valley Oak Systems, the second upgrade will be subject to billable time and expense.

Note 2: State compliant data upgrades are provided by VOS and distributed on the VOS webpage for each client to load.

Additional upgrade services that can be requested

The following services are not included in the standard iVOS upgrade; however they can be requested on a time and expenses basis from VOS:

- Performing upgrade prerequisite tasks such as backups.
- Performing acceptance testing of the upgrade.

- Changing custom software or software not covered under the standard support and maintenance agreement, if required, as a result of the upgrade.
- Providing Security adjustments as a result of new functionality in the upgrade.
- Upgrades outside of the normal business hours

Rolling Patches and Service Packs

VOS Support does not apply Rolling Patches or Services Packs to Customer's environment unless they are hosted by VOS.

Rolling Patches or Services Packs can be installed easily by the Customer using a scheduled job and when applicable, running a simple database script as directed by the comprehensive installation documentation provided by VOS.

Portal to iVOS Upgrades

Portal to iVOS upgrades are not included in the Software Support and Maintenance Agreement and require a paid for engagement by the Implementation Team.

Billable services

The following is an example of the kind of services that are not supported under the standard Software Support and Maintenance Agreement, yet which may be available on a Time and Expense basis (SOW) from VOS:

- Add on data conversions.
- Implementation for any optional software modules.
- Supplemental training.
- Custom reports – Defining, creating, testing or troubleshooting.
 - Support will help with how do I add a table, column, field, etc., in Report Designer.
 - Support will require an SOW to help troubleshoot or clean up a modified or custom report (unless the custom report is specifically under maintenance). For example: "I tried to tweak or modify my custom report and now my outstanding indemnity figures are out of whack".
- iVOS upgrades during non business hours.
- Security configuration consulting or setup.
- Data Conversion issues once transitioned from Implementation to Support.
- iVOS database changes, such as org changes, combining insureds, reference table changes.
- Corrections to Customer's data, including, but not limited to, data modification for purposes of exporting/importing to/from the iVOS database.
- Database administration services.
- J2EE Application Administration.
- Backup and recovery consulting.
- Performance troubleshooting outside of the application.
- Any hardware or software problems beyond the control of VOS.
- Network changes and network performance problems.
- Support and maintenance of custom modules that are not covered under the Software Support and Maintenance Agreement.
- Custom Enhancements; for example:
 - New check printing functionality.

- Custom stored procedures (e.g. p_examiner).
- For interfaces:
 - Installation and configuration of any interface Software on hardware external to the VOS data center.
 - Training on interfaces.
 - Customer initiated changes to the interface specification.
Note: VOS reserves the right to modify the interface specification for future enhancements.
 - Customer changes to systems external to VOS that result in any failures or performance problems with the interface.
 - Bugs in a Customer's computer software and hardware that result in interface operational failure.

Causes Not Attributable to Valley Oak Systems, Inc.

The Maintenance Fee does not include services requested as a result of, or with respect to, causes or errors, which are not attributable to VOS or cannot be reproduced by VOS on unmodified Software. In the event that the Customer requests VOS to provide, and VOS does so provide, any services in connection with causes or errors which are not attributable to VOS, the Customer shall pay VOS for such additional services on a time and materials basis at VOS' then current service rates. Causes or errors, which are not attributable to VOS include, but are not limited to, the following:

Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; excessive heating; fire and smoke damage; or causes other than ordinary use.

Use of the Software on equipment or rotation media other than the equipment for which such software was designed and licensed for use on.

Interconnection, interfacing or operation of the Software with other software products not supplied by VOS.

Operation of the Software with other media, hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's or environmental or VOS' specifications.

Improper installation by the Customer or use of the Software that deviates from any operating procedures established by VOS in the applicable Documentation or in environmental or manufacturer specifications.

Modification, customization, alteration or addition or attempted modification, customization, alteration or addition of the Software undertaken by the Customer or its agents, assigns, contractors, employees or other's under the Customer's control.

Software programs made by the Customer or other parties unless specifically covered in a Statement of Work between the Customer and VOS.

Customer's failure to implement current versions of the Software that are issued under this Service Level Agreement.

Introduction of data into any database used by the Software by any means other than the use of the Software.

Failure by the Customer to respond to any action plans provided by VOS pursuant to a support call by the Customer.

Improper or incomplete J2EE application server administration.

Improper or incomplete Database administration.

Onsite Support

When, at VOS' discretion and the Customer's agreement, on-site assistance is required (for example remote access is not permitted as a result of the Customer's security policy) to perform any support, the Customer will reimburse VOS for all related traveling

expenses and costs for board and lodging with all Professional Services to be rendered at the then standard VOS rates.

In the circumstance where the Customer explicitly requests VOS Support to be onsite for any reason, the Customer will reimburse VOS for all related traveling expenses and costs for board and lodging with all Professional Services to be rendered at the then standard VOS rates.